

EXHIBIT A

OPERATING PLAN

I. Introduction

This Operating Plan between _____ (hereinafter referred to as the "Concessioner") and the Director of the National Park Service through the Superintendent of Acadia National Park (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-ACAD014-09 (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Acadia National Park which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its amendments, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions shall not be inconsistent with this CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

The Service's responsibilities are subject to the availability of appropriated funds.

II. Management, Organization and Responsibilities

A. Concessioner

1. **Staff:** The Concessioner will direct this concession operation. The Concessioner shall employ an on-site manager, who carries out the policies and directives of the Service as well as those of the Concessioner in the operation of the concessions facilities and services in Acadia National Park. To achieve an effective working relationship between the Concessioner and the Service, the Concessioner shall designate one representative who has full authority to act as a liaison in all concession matters within Acadia National Park.

2. **Managers and Supervisors:** The on-site manager will employ a staff with the expertise to operate all services under the concessions CONTRACT.

3. **Organizational Structure:** The on-site manager will furnish the Service with an initial list identifying key concession management and supervisory personnel, their name and job titles, with updates as changes occur.

4. **Communication and Meeting:** The Concessioner is required to meet with the Service twice during the operating season and once prior to commencing services each spring. The date, time and location of such meetings shall be determined by both parties.

B. National Park Service

1. **Superintendent:** The Superintendent manages the total park operation, including concession operations. The Superintendent carries out the policies and directives of the Service, including oversight of concession contracts. Through staff representatives, the Superintendent reviews, supervises, and coordinates concession activities within Acadia National Park.
2. **Concession Management: The Concessions Management Specialist is responsible for** monitoring concession contract compliance that includes, but is not limited to evaluating all concession operations and services, and reviewing and authorizing all rates, advertisements, improvements to facilities, and construction.
3. **Public Health Program:** The United States Public Health Service representative inspects solid waste disposal, water, and waste water systems to ensure adherence to all applicable public health standards.

III. Required Visitor Services

Carriage Tours: The minimum number of tours shall be six (6) per day, weather permitting. During the early and late season the Concessioner may reduce the frequency of carriage tours to meet the lesser demand subject to written approval by the Superintendent of a fixed schedule.

The minimum tour requirement is one to two (1-2) hours. The concessioner shall provide a map indicating the route for each type of service/tour offered. The maximum number of horses to be used in this operation is twenty-four (24). Except in the case of extraordinary circumstances, such as the need to accommodate the occasional inadvertent miscommunication when booking, carriages shall not carry more than sixteen (16) adult passengers plus the driver. In the instance of mixed adult and children outings, two children age 6 to 12 years, or three children age 2-5 years shall be counted as one adult passenger. In any event, visitor comfort and convenience shall always take precedence over maximizing revenue in seating capacity and in making seating assignments.

Private Charter: Private charters are permissible so long as they do not interfere with the public tour schedule. In addition, private charters will not count towards

the minimum number of tours to be offered in any given day. There is no minimum tour length requirement for private charters.

Carriage Requirement: Carriages should be capable of carrying no more than sixteen passengers plus the driver. The carriage, when empty, shall not weigh more than 2,000 pounds. No hay wagon type vehicles are to be used.

Wheelchair accessible carriages provided by the park shall also be operated and maintained as needed.

The types of carriage vehicles used are subject to the written approval of the Superintendent. All horse-drawn commercial vehicles shall be consistent with the historical intent of the carriage road system, which utilized single horse buggies to “four in hand” carriages, and small “buckboards.” Vehicle wheels should have traditional appearing hubs, spokes and rims. The wheel rim surface contacting the carriage road may either be customary steel or solid rubber without a tread. No commercial horse-drawn vehicle shall use pneumatic tires or automotive-style hubs and rims. The carriages should be safe, uniform in appearance, conservatively painted with conventional or buckboard type seating. Carriage surface finish shall be traditional with subdued earth-tones or natural wood finish.

Equestrian Services: The Concessioner will provide equestrian services as outlined. The Concessioner will ensure that horse owners using Wildwood Stables have evidence that their horses’ immunizations comply with State of Maine Department of Agriculture regulations. The maximum number of horses to be stabled is subject to written approval by the Superintendent.

Interpretation: The Concessioner shall provide interpretive narrative with the carriage tours. The script shall be approved in writing by the Superintendent. See Section IV.D – Interpretive Services for details.

IV. Concession Operations

A. Operational Evaluations

1. The Service and the Concessioner shall inspect and monitor concession facilities and services. The Service will evaluate all services and facilities operated by the Concessioner to ensure public safety and health, identify maintenance and operating deficiencies, and ensure satisfactory services and accommodations for the general public within assigned areas of responsibility.

2. The Superintendent's representatives will conduct periodic inspections of Concessioner facilities and services to ensure conformance to operational standards established by the Concessioner Review Program. Location managers will be contacted at the time of evaluations so that a representative of the Concessioner can accompany the Service evaluator.
3. Sanitation Officers representing local jurisdictions and/or the Service may conduct Inspections.
4. The Concessioner is responsible for developing and following a comprehensive safety program. The Service will make unannounced inspections and evaluations of the safety program on a random basis.
5. The Concessioner will perform annual interior and exterior fire and safety inspections of all concession buildings. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and provided to the Service annually at the end of each operating season.
6. The Service reserves the right, in accordance with the CONTRACT, to enter the Concessioner's facilities at any reasonable time for inspections or when otherwise deemed necessary.
7. The Concessioner must be responsive to dates assigned for correction of deficiencies and abatement plans for correction of identified deficiencies. The Concessioner will meet with Service officials to schedule and prioritize correction of deficiencies and resulting from these inspections.

B. Rates

1. The Concessioner shall provide its visitor services at rates approved by the Service. Annual requests for rate changes shall be submitted by March 1st of each year. The Concessioner shall supply comparability data to support proposed rates at the time approval is requested, i.e. the name of the comparable and a current brochure or web page printout to verify the rate. The rate for hay and shavings shall be based on percentage markup. An invoice for hay and shavings is required prior to the Service approving a sales price.
2. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 45 days of the rate request submittal. If a longer response period is needed, the Service will contact the Concessioner and negotiate a response date.

3. The Concessioner will prominently post all rates for goods including hay and shavings, and services provided to the visiting public.

C. Schedule of Operation

1. At a minimum, facilities are to operate seven days per week from June 15th through the Monday of Columbus Day weekend. Earlier opening or later closing dates are authorized with written approval of the Superintendent. The Concessioner may provide service beginning as early as May 15 and continuing up to late fall.

2. The office shall open one hour before the first scheduled tour departs. In June, the first scheduled tour is normally 11:00 am. Accordingly, the office shall open by 10:00 am. For the rest of the season, the office shall open by 8:30 am. The office shall close when the last tour (usually the sunset tour) departs.

3. The Concessioner shall provide opening and closing dates for the upcoming season to the Superintendent in writing for approval not less than thirty days prior to the commencement of the operating season.

4. The Concessioner may accept reservations and deposits for carriage tours and other Service /facilities provided. The conditions and procedures shall be clearly stated on any brochures or publicity materials distributed by the Concessioner. Any deposit/reservation system shall be subject to review and approval by the Superintendent.

5. The Concessioner shall provide the Service with a tour cancellation policy prior to commencing the 2009 operating season but no later than May 1, 2009 that includes but not limited to cancellations due to staffing shortages, equipment problems, and weather.

D. Miscellaneous Operational Requirements

1. The Concessioner will ensure that its employees are trained in First Aid and CPR. To further improve first response to emergency medical incidents, the Service will locate an automatic external defibrillator (AED) in the Wildwood Office and will train Concessioner employees in its use.

2. Each carriage shall have a First Aid kit appropriate to the level of employee training.

3. The Concessioner will instruct each and every driver to request people involved in or witness to any medical or law enforcement incident including all accidents to

remain at the scene until the arrival of a Service investigating officer. Drivers shall obtain identification and address information. All incidents/accidents shall be reported to park dispatch immediately.

4. Each carriage shall have a communication device for use in case of emergencies.
5. Each employee shall wear a name tag to identify them as working for the concessioner.
6. The Concessioner is required to use pre-numbered: boarding passes; hay and shavings orders; and, campground reservation forms. A pre-numbered pass shall be issued to each customer, i.e. there should be three passes for three riders even though there may be a single payment.

E. Staffing and Employment

1. Concessioner-Provided Employee Housing

- a. The Concessioner will inspect all quarters for fire and safety compliance within 30 days of initial occupancy of a residence.
- b. The Concessions Management Specialist in conjunction with the Service's Safety Officer, and the Concessioner's Risk Management Manager have responsibility for health and safety inspections in employee housing areas.
- c. The Concessioner will provide adequate cooking and food storage facilities where appropriate. The Concessioner will assure employee compliance with health, fire, and safety code regulations and Service policies and guidelines. Food storage facilities shall be vermin-proof.
- d. The Service will annually evaluate employee housing for adherence to Service guidelines.

2. Service Employees and Families

- a. If the Superintendent determines, in accordance with applicable National Park Service policies and procedures, that no conflict of interest exists and provides written approval, the Concessioner may employ spouses and dependent children of Service employees.

3. Training Program

- a. The Concessioner will provide employee orientation and training and will inform employees of park regulations and requirements that affect their employment and

activities while residing and working in Acadia National Park. A Service representative may participate in scheduled orientation sessions.

- b. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public.
- c. The Concessioner will provide hospitality training for employees who have direct visitor contact and/or who provide visitor information.
- d. The Concessioner will facilitate interpretive training for all employees who have contact with the public. The Service will work closely with the Concessioner to refine the methods of preparing and conducting effective interpretive programs. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of Concessioner interpretive presentations to park themes.

V. Scope and Quality of Service

All services are to be provided in a consistent, quality manner. Service standards provided by the National Park Service Operational Performance Program are considered service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.

All vehicular equipment used by the Concessioner will be properly licensed and maintained in a safe operating condition. Federal and state requirements must be adhered to. The Concessioner will park such equipment, when not in use, in an orderly fashion in an area approved by the Service.

All Services provided the general public, including videos, shall be made accessible for persons with disabilities.

During any actual or imminent inclement weather, including but not limited to high winds, heavy rains, excessive cold or warm temperatures, the concession manager shall exercise sound discretion as to whether or not to reduce, cancel, delay or reschedule any carriage outing, up to and including canceling the entire day's services. In making such a management decision, employee safety, public safety and livestock welfare shall always take precedence over any revenue considerations or inconvenience to the visitor.

A. Stock Care

1. The standard of care of stock shall be in accordance with the National Park Service operating standards for horse and mule operations. See also appendix 5 for the inspection Form 10-609 and the "Operating Standards for Horse and Mule Operations." The Service may, as future circumstances require, revise this standard and such revisions shall thereafter be adhered to by the

Concessioner. The Superintendent may require the Concessioner to provide additional stock should such action be warranted by overuse of available stock or by increased visitor demand.

2. The stock must be properly cared for to assure good health, proper feeding and watering, stable, and shelter conditions. The stables and stalls are to be cleaned in accordance with the maintenance agreement. Stock must be fed daily and treated properly by the staff and visitors.

3. Shoes must be inspected frequently to ensure that the stock is properly shod and that the hoof and legs are in good condition. Stock must be properly conditioned for pulling. Stock may not be used when they have sores, are sick, or are not otherwise ready for carriage hauling.

4. All stock (purchased or leased) will be properly examined by a veterinarian within ten days of arrival or season opening whichever is the later; and, whenever public health warnings or notices have been issued concerning epidemics of equine diseases or other potential health risks to animals and humans. A Certificate of Veterinary Inspection (State of Maine) for each animal shall be provided annually to the superintendent as soon as possible, and not more than one week from the date of examination.

5. Stock must be immunized and tested as required by the State of Maine or county authorities. All horses will have a current negative Coggins certificate. Copies of the certificates must be provided to the Superintendent, prior to the date horses are to be used in concessions operations.

6. All horses must be maintained in a healthy, sanitary condition and in accordance with all State and/or county health standards and laws, and groomed daily. Stock must be curried, cleaned, and brushed. Hooves shall be picked and cleaned daily, and treated as needed. The mane and tail shall be neatly trimmed.

B. Interpretive Services

1. General

a. The Concessioner may enter into an agreement with the Service for interpretive services provided by park rangers. Such agreement will govern these services and shall address all aspects of such arrangements.

b. All carriage tours shall be fully narrated. A copy of the script of interpretive messages of the narrated tour shall be sent to the Service by February 1, 2009. The Service will approve the written script, and will also evaluate the narrated carriage tours as part of the Concessioner's operational performance to ensure appropriateness, accuracy, and the relationship of the narration to park themes. Once the script has been approved by the Service, the Concessioner will prepare the script in English, French and German and make it available for persons who are hearing impaired, as well as in large print for the visually impaired.

c. All Concessioner employees in contact with the public shall have and be able to articulate an understanding of the history of the carriage roads.

2. Non-Personal Interpretive Services

a. In addition to personal interpretation, the Concessioner will actively pursue a non-personal interpretive program. The Concessioner is required to consult with the Service and explore a wide array of avenues for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of park values, and Service goals.

b. Park interpretive themes will carry over to merchandise sold.

3. Interpretive Assistance: The Concessioner is responsible for consulting with the Division of Interpretation in the development of an interpretive program, which encompasses all of these efforts.

VI. Reports

A. Concessioner:

1. Visitor Use Report: In order for the Superintendent to monitor the operation, visitor use, and determine visitor trends, the Concessioner will provide the Superintendent with a monthly visitor use report. It will be due on the 15th day of each month. The form to be submitted each month is attached as Exhibit B(1).

2. Incident Reports: The Concessioner will immediately report to the park dispatcher at McFarland Hill, or to the Chief Ranger, Acadia National Park, any personal injuries, fatalities or visitor-related incidents; property damage over \$500; any stock injuries or deaths; any fire; all motor vehicle accidents; any incident that affects the park's natural and/or cultural resources; and any known or suspected violations of law involving persons not employed by the Concessioner.

3. Human Illness Reporting: Information on all human illnesses, whether employees or visitors, is to be promptly reported to the park dispatcher at McFarland Hill or to the Chief Ranger, Acadia National Park. This information, along with other information received, will be evaluated by the Service's U.S. Public Health Service Officer to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Reports shall be made by telephone.

4. Other Reports Required by the CONTRACT:

a. Annual Financial Report

No later than 120 days after the last day of Concessioner's fiscal year.

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|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| b. Certificate of Insurance | May 1 or not less than 30 days prior to occupancy. |
| c. Risk Management Program | Reviewed and updated annually by the Concessioner and received by the Superintendent thirty (30) days prior to opening. If there are no changes to report, a statement stating such shall be provided by the Concessioner to the Superintendent. |
| d. Environmental Management Program | 60 days from effective date of CONTRACT |
| e. Franchise Fees and Visitor Use Report | by the 15 th day of the following month |

B. National Park Service:

1. Annual Review of Utility Rates: Billing for utility service charges will be handled by the Concessions Management Specialist in conjunction with the park's Chief of Maintenance on an annual basis.
2. Annual Concessioner Evaluation.
3. Safety Inspections: As required to monitor Risk Management Program.
4. U.S. Public Health Service Inspection (if required by the USPHS).

VII. Utility Responsibility

The Concessioner is responsible for payment of utility companies for water, electricity and telephone service and for payment to Acadia National Park for trash removal. Acadia National Park will provide trash removal on a daily basis from receptacles placed by the park at appropriate locations. The Concessioner shall not place or install trash receptacles on the site without prior approval by the Superintendent. The park will maintain the septic system and leach field. The Concessioner will be charged for pumping out toilets and septic tank as required. All utility fees paid to the park will be calculated on a season basis, and a bill for such fees will be prepared and presented for payment no later than November 15th of the current billing year. The Concessioner will pay utility services provided by the park based on rates determined by annual comparative utility analysis work sheets.

VIII. Risk Management Program

A. The Concessioner will develop, maintain, and implement a documented safety program, "Concession Risk Management Plan". An initial submittal of this plan will be made to the Superintendent within 90 days of CONTRACT execution and reviewed by the Concessioner and the Service annually, preferably 30 days prior to seasonal opening but no later than May 1st.

B. The Concessioner or his designee may attend the periodic safety meetings chaired by the park's Deputy Superintendent. The Concessioner shall be provided with a copy of the minutes of each such meeting.

C. The Concessioner will be responsible for developing a fire plan with appropriate exit signs and conducting a fire drill semi-annually for employees. Fire extinguishers must be inspected prior to seasonal opening and monthly thereafter. They should be placed in appropriate locations and comply with NFPA, OSHA, and Service standards.

D. All passageways going in and out of the barn must be kept clear of obstructions and kept clean at all times.

E. "No Smoking" signs will be located at all entrances to the barn, stalls, and high-risk areas.

IX. Lost and Found Policy

In the event the Concessioner or his employees find or receive lost property, the Concessioner shall contact the Acadia National Park Ranger Office to notify the park staff so that Acadia National Park may pick up and secure the item(s) for return or disposition. Along with the property itself, the Concessioner should furnish information on where and when it was found or received and the name, address and telephone number of the finder.

X. Integrated Pest Management

Pesticides should only be used as a last resort and must be approved of by the National Park Service in advance of use. Approved products must be applied in accordance with labels and locally prevailing laws. Complete usage reports will be made available to the National Park Service upon request. All pesticides, chemicals and toxic supplies and materials must be stored away from animal feed items and from food and food service items for the employees and/or general public. Material safety data sheets on all such materials must be readily available.

XI. Complaints - Comments

The Concessioner shall have a comment card system whereby customers may provide feedback to

the concessioner anonymously.

The Service will send comments and complaints regarding Concessioner facilities or services to the Concessioner unless the visitor wishes the comment to remain anonymous. The Concessioner will investigate and respond to any complaints in a timely manner. The Concessioner will provide a copy of any such responses to the Superintendent, and a copy of any such Service responses will be forwarded to the Concessioner.

The Concessioner will provide the Acadia National Park Concessions Office with copies of all guest letters and comment cards regarding complaints or compliments, with copies of the Concessioner's letter of response attached. This shall be done within 14 days of receipt of the visitors' comments.

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by _____, a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the Park for similar services with due consideration for appropriate differences in operating conditions.

Visitors may fill out and deposit a comment card in the box located outside or write to:

Superintendent
Acadia National Park
P.O. Box 177
Bar Harbor, ME 04609

XII. Advertisements/Public Information

A. All promotional material, including brochure and website changes and layout, must be approved by the Superintendent 45 days prior to publication, distribution, broadcast, etc. Advertisements must include a statement that the Concessioner is authorized by the National Park Service, Department of the Interior, to serve the public in Acadia National Park.

B. When used, advertisements for employment must contain a statement that the company is an equal opportunity employer.

C. The Superintendent should be notified in advance of any plans to run advertisements in non-local media. Depending on the nature of the material or the media involved, review and prior

approval of such advertising may be required to insure accuracy, suitability and conformance to current National Park Service management policies.

D. All advertising should be simple, direct, informative, and low key in nature.

E. All press releases planned should receive concurrence of the Superintendent before issuance.

F. All new signs or changes to existing signs must be approved by the Superintendent in writing.

XIII. Protection and Security

A. The National Park Service will respond to emergency calls involving public safety, civil disturbances, violations of law, and fires. The Concessioner is responsible for the proper management of all cash, merchandise, and equipment, in a manner that will minimize the risk of vandalism or robbery.

B. The Concessioner will report to the Chief Ranger, Acadia National Park, or the park dispatcher at McFarland Hill, all law enforcement matters and accidents of any type as soon as possible after learning of such incidents.

C. The Concessioner will provide and maintain in the assigned areas first aid equipment, fire extinguishers, smoke detectors, and fire detection systems in compliance with NFPA, OSHA, and Service standards.

XIV. Recycling and Conservation

A. Source Reduction: The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways." Polystyrene and plastics will be used as little as possible, and then only polystyrene not containing chlorofluorocarbons. Where disposable products are needed, products will be used which have the least impact on the environment. The use of post-consumer recycled products whenever possible is encouraged.

B. Recycling and Beverage Container Programs: The Concessioner shall implement a recycling program that fully supports the efforts of the Service. Products to be recycled include but are not limited to paper, newsprint, cardboard, bimetals, plastics, aluminum, glass, waste oil, antifreeze, and batteries.

C. Any beverage container deposits collected in excess of related operating expenses will be used for environmental projects as approved in writing by the Superintendent. An accounting of the

beverage container deposits collected and distributed will be provided to the Service on an annual basis.

D. Water and Energy Conservation: The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

XV. Volunteers in the Park (VIP)

The Concessioner will allow its employees to participate in the Park's VIP Volunteers in the Park program during off duty hours.

XVI. Smoking in Public Buildings

Smoking will not be allowed in any concession facilities. The Concessioner will post notices in all public buildings as necessary. The Concessions may designate a smoking area. The Concessioner has designated that area to be the stone wall at the end of the barn.”

NATIONAL PARK SERVICE

Sheridan Steele
Superintendent
Acadia National Park

Date

MONTHLY SERVICES REPORT Franchise Fees & Visitor Statistics

Month of _____ Year _____

STATISTICS

OF ACCESSIBLE CARRIAGE TOURS _____

OF CARRIAGES OUT / TOURS _____

OF DAY USERS _____

OF PASSENGERS _____

OF STALLS RENTED _____

OF OVERNIGHT STAYS _____

OF BOARDING PASSES SOLD _____

REVENUE

CAMPSITE RENTALS \$ _____

CANCELLATIONS/RETAINED DEPOSITS \$ _____

CARRIAGE CHARTERS \$ _____

CARRIAGE PASSENGERS – ALL \$ _____

DAY USE PARKING \$ _____

HAY SALES \$ _____

SHAVINGS SALES \$ _____

STALL RENTALS \$ _____

TOTAL GROSS RECEIPTS \$ _____

FRANCHISE FEE DUE \$ _____

SIGNED _____ Date _____

FRANCHISE FEE PAYMENTS are due by the **15th day** of the following month.